

11-08-2000



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

10.19.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger ☐ Change of Name
- Effective Date  
Month Day Year  
 10/10/00
- ☒ Other Trademark Collateral Agreement

Conveying Party

☐ Mark if additional names of conveying parties attached

Name  Jami, Inc.

Execution Date  
Month Day Year  
 10/10/00

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization  Kansas

Receiving Party

☐ Mark if additional names of receiving parties attached

Name  Harris Trust and Savings Bank, as Agent

DBA/AKA/TA

Composed of

Address (line 1)  111 West Monroe Street

Address (line 2)

Address (line 3)  Chicago

Illinois

60603

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other  Illinois banking corporation

☒ Citizenship/State of Incorporation/Organization  Illinois

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002169 FRAME: 0275

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

N:

Address

Address

Address

Address

**RETURN TO:  
FEDERAL RESEARCH CORP.  
400 SEVENTH STREET NW  
SUITE 101  
WASHINGTON DC 20004**

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gregory T. Pealer

Name of Person Signing



Signature

10/12/00

Date Signed

**SCHEDULE A****TO TRADEMARK COLLATERAL AGREEMENT (JAMI)**

U.S. TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE
The Basis Series	2,292,675	11/16/99
The Basis Series	2,298,577	12/07/1999
Millennium	2,330,047	03/14/2000
Kion	2,224,730	02/16/1999
Cyclus	2,134,950	02/03/1998
Aliesa	1,136,242	02/10/1998
Smart Tables	2,188,040	09/08/1998
Harter Millennium	2,219,276	01/18/1999

**JAMI  
PENDING TRADEMARKS**

Pending U.S. Trademarks	Serial Number	Filing Date
Intuition	76/018,455	4/5/2000
Dialog	76/001209	3/15/2000
Brisa	75/111,169	5/28/1996
Axiom	76/015,041	3/31/2000
Sonrisa	75/206,025	11/21/1996
Basis	75/298,539	5/27/1997
Statis	75/298,538	5/27/1997

Smart Lite	75/298,543	5/27/1997
Paralax	75/298,540	5/27/1997
Smart Lite AL	75/298,541	5/27/1997
Centurion	75/323,734	8/14/1997
Preface Panels	75/577,527	10/27/1998
Rascal	75/671,973	3/30/1999
Valet	75/741,367	6/21/1999
Teso	Pending	11/08/1999
Elicit	75/843,885	11/08/1999

**TO TRADEMARK COLLATERAL AGREEMENT (HARTER)**

U.S. TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE
HARTER	795,228	8/21/1965
HARTER	796,380	9/21/1965
MUFFIN	1,077,435	1/15/1977
POWERWALL	1,146,391	1/27/1881
HARTER TASK SYSTEMS	1,357,313	8/27/1985
ANTHRO	1,365,633	10/15/1985
WALLABY	1,486,382	11/24/1987
INTEGRATED	1,496,780	7/18/1988
FAIRMONT	1,609,118	8/7/1990
ALLEGIS	1,668,895	12/24/1991
CALLIOPE	1,814,955	1/14/1994
COLLEAGUE	1,881,471	2/28/1995
ANTHROSPIRIT	1,993,885	8/13/1996
HARTER & DESIGN	2,067,022	6/3/1997

**TO TRADEMARK COLLATERAL AGREEMENT (ABCo)**

U.S. TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE
The Unit Series	1,761,403	03/30/1993
The Next Generation Series	1,762,898	04/06/1993

**(ABCO)**

PENDING TRADEMARKS	SERIAL NUMBER	FILING DATE
ENDURE	75/640,859	0216/1999
SESSION	75/640,914	02/16/1988

**TO TRADEMARK COLLATERAL AGREEMENT (JAMI, INC.)**

FOREIGN TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE
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NONE

**TO TRADEMARK COLLATERAL AGREEMENT (ABCo)**

FOREIGN TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE
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NONE



# TO TRADEMARK COLLATERAL AGREEMENT (HARTER)

FOREIGN TRADEMARKS	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
HARTER	Australia	B433,685	09/24/1985
HARTER	Australia	B433,884	09/24/1985
HARTER	Canada	197,780	03/01/1974
H & Harter Design	Canada	197,781	03/01/1974
HARTERMARTINSTOLL	Canada	319,190	10/31/1988
ALLEGIS	Canada	433,439	09/16/1994
HARTER	Great Britain	B1,132,630	04/24/1980
HARTER	Great Britain	1,292,150	11/19/1986
HARTER	Hong Kong	2361/1985	10/30/1984
HARTER	Indonesia	339993	07/15/1995
HARTER	Japan	2,030,236	03/30/1988
HARTER	Malaysia	64/04579	08/28/1984
HARTER	Mexico	479705	02/24/1993
WALLABY	Mexico	476343	10/05/1993
CALLIOPE	Mexico	476,342	10/05/1993
ALLEGIS	Mexico	457559	10/05/1993
HARTER	New Zealand	152,996	05/30/1984
HARTER	New Zealand	175,074	09/25/1987
HARTER	Singapore	4384/84	08/24/1984

## TRADEMARK COLLATERAL AGREEMENT

This 10th day of October, 2000, JAMI, INC., a Kansas corporation ("*Debtor*") with its mailing address at 7300 West 110<sup>th</sup> Street, Suite 210, Overland Park, Kansas 66210, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as collateral agent (in such capacity, the "*Collateral Agent*") for the Agent and the banks and other financial institutions (*the "Lenders"*) from time to time parties to the Credit Agreement dated as of October 10, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Debtor, the Lenders and Harris Trust and Savings Bank, as Agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such Collateral Agent is referred to herein as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Obligations as set out in that certain Security Agreement dated as of October 10, 2000, among the Debtor and the other parties from time to time named therein to the Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor hereby represents that it is the holder of the tradenames ABCO Office Furniture, Precision Manufacturing and Harter and is therefore executing this instrument on behalf of such entity names in addition to its legal corporate name.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

JAMI, INC.

By Bradley W. Fountain  
Its VICE PRESIDENT FINANCE

BRADLEY W. FOUNTAIN  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK,  
as Agent

By Len E. Meyer  
Its Vice President

Len E. Meyer  
(Type or Print Name)